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MARYLAND

VA Form 26-6318c (Home Likan) Jul 1977. Use optional. Section 1810, Title 38 U.S.C. Acceptable to Federal National Mortgage Association.

PURCHASE MONEY DEED OF TRUST

THIS DEED, made this

18th

day of January

, 1980, by and between

Kenneth J. Rodriquez and Dorothy A. Rodriquez, his wife

JAN 21-80 A #21366 **** 17.00

party of the first part, and Frank Spinetta and Carol J. Tomasi as hereinafter set forth, party of the second part:

. Trustee,

WHEREAS, the party of the first part is justly indebted unto

Colonial Mortgage Corporation of D.C.

, a corporation organized and existing under the laws of the State of Maryland , in the principal sum of Fifty-Two Thousand Nine Hundred and 00/100 Dollars (\$52,900.), with interest from date at the rate of Eleven & one-halfper centum (11.5 %) per annum on the unpaid balance until paid, for which amount the said party has signed and delivered a certain promissory note bearing even date herewith and payable in monthly installments of Five Hundred Twenty-Four & 24/100), commencing on the first day of March , 1980, and continuing on the first day of each month thereafter until the principal and interest are fully paid, except that the final payment of principal and interest, if not sooner paid, shall be due and payable on the first day of February 2010.

AND WHEREAS, the party of the first part desires to secure the prompt payment of said debt, and interest thereon, when and as the same shall become due and payable, and all costs and expenses incurred in respect thereto, including reasonable counsel fees incurred or paid by the said party of the second part or substituted Trustee, or by any person hereby secured, on account of any litigation at law or in equity which may arise in respect to this trust or the property hereinafter mentioned, and of all money which may be advanced as provided herein, with interest on all such costs and advances from the date thereof.

Now, Therefore, This Indenture Witnesseth, that the party of the first part, in consideration of the premises, and of one dollar, lawful money of the United States of America, to Kenneth J. Rodriquez and Dorothy A. Rodriquez in hand paid by the party of the second part, the receipt of which, before the sealing and delivery of these presents, is hereby acknowledged, has granted and conveyed, and does hereby grant and convey unto the party of the second part, as Trustee, its successors and assigns, the following-described land and premises, situate in the county of Frederick and State of Maryland, to wit:

All that lot or parcel of land situate, lying and being in Middletown Election District, Frederick County, State of Maryland, and particularly described as follows:

BEGINNING at the south side of Green Street in Middletown, Maryland and running with said Green Street in a Easterly direction 31 ft.; thence in a Southerly direction 150 feet to an iron pin; thence in a Westerly direction 36 ft. 6 inches, to an iron pin; thence by and with an alley 150 feet, to the place of beginning, the land hereby conveyed being the Northern portion of Lot No. 12 as shown on the plat of Middletown, Maryland.

Prior to execution and delivery of any full or partial release of this Deed of Trust, the trustees shall be entitled to charge and receive a fee of \$10.00 each, plus notary fee.

together with all the improvements in anywise appertaining, and all the estate, right, title, interest, and claim, either at law or in equity, or otherwise however, of the party of the first part, of, in, to, or out of the said land and premises; and all fixtures now or hereafter attached to or used in connection with the premises herein described and in addition thereto the following described household appliances, which are, and shall be deemed to be, fixtures and a part of the realty, and are a portion of the security for the indebtedness herein mentioned; Range, Refrigerator

In the event this loan is not insured/guaranteed by the Veterans Administration within ninety (90) days after settlement, entire loan may be declared due and payable at the option of the lender.